

This Indenture, Made this 15th day of April in the year of our Lord one thousand eight hundred and ninety eight between Melvina Fischer a widow of Lawrence in the County of Douglas and State of Kansas of the first part, and Ottomar Menger of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of Two Hundred (\$200.00) DOLLARS, to her duly paid, the receipt of which is hereby acknowledged, has she sold and by these presents do she grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: Lot Number Twenty Seven (27) New Jersey Street in the City of Lawrence

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said party of the first part do she hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Two Hundred Dollars (\$200.00)

according to the terms of One certain promissory note this day executed and delivered by the said party of the first part to the said party of the second part: Due in three years from date with interest thereon at the rate of 8% per annum

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part executors, administrators or assigns and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said Melvina Fischer her heirs and assigns.

In Witness Whereof, The said party of the first part, has her hereunto set her hand and seal the day and year first above written.

Signed and delivered in presence of

W. H. Barker
Alta Hoyt

STATE OF KANSAS,
County of Douglas } ss.

Melvina Fischer (SEAL.)
Mark (SEAL.)
(SEAL.)
(SEAL.)

Be it Remembered, That on this 15 day of April, A. D. 1898, before me, L. H. Menger a Notary Public in and for said County and State, came Melvina Fischer a widow to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires September 14 1900 L. H. Menger Notary Public.
Recorded April 16th A. D. 1898 at 9³⁰ o'clock a M.

W. B. Johnson
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien hereby created, discharged.
Witness my hand this 20 day of February A.D. 1900
Ottomar Menger

Recorded Feb 26th 1900
W. H. Johnson
Register of Deeds
By Wm. B. Johnson, Deputy.

